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1993

NOT RECORDED

AGREEMENT

Between

BOARD OF CHOSEN FREEHOLDERS OF PASSAIC COUNTY

and

PASSAIC COUNCIL #3
NEW JERSEY CIVIL SERVICE ASSOCIATION, INC.

for

PASSAIC COUNTY SURROGATE AND JUVENILE AND
DOMESTIC RELATIONS COURT CLERICAL EMPLOYEES

PREAMBLE

This Agreement entered into by the Board of Chosen Freeholders of Passaic County, hereinafter referred to as the "Employer" and Passaic Council #3, New Jersey Civil Service Association, Inc. hereinafter referred to as the "Council" has as its purpose the promotion of harmonious relations between the Employer and its clerical employees in the Passaic County Surrogate's Office and the Juvenile and Domestic Relations Court; the establishment of an equitable and peaceful procedure for the resolution of differences, rates of pay, hours of work and other conditions of employment, and to avoid interruption or interference with the efficient operation of the public employer.

1. MANAGEMENT RIGHTS

1.1 The public employer retains the rights in accordance with applicable laws and procedures to: (a) direct employees, (b) hire, promote, transfer, assign and retain employees in positions within the agency, and to suspend, demote, discharge or

take other disciplinary action against employees, (c) relieve employees from duties because of the lack of work or for other legitimate reasons, (d) maintain the efficiency of the Government operations entrusted to them, (e) determine the methods, means and personnel by which such operations are to be conducted, and (f) take whatever action may be necessary to carry out the mission of the agency in situations of emergency.

2. PAY SCALES

2.1 Effective January 1, 1973 the pay scales for all employees covered by this Agreement shall be as set forth in Appendix A annexed hereto and made a part hereof subject to correction of said appendix for subsequently discovered errors.

2.2 During the term of this Agreement increments to which the employees may become entitled shall be awarded as follows:

2.2.1 All employees whose anniversary date falls between January 1st and June 30th shall receive the increment to which they would have been entitled on the employee's anniversary date, retroactive to January 1st of the contract year.

2.2.2 All employees whose anniversary date falls between July 1st and December 31st shall receive the increment to which they would have been entitled on the employee's anniversary date, retroactive to July 1st of the contract year.

3. VACATIONS

3.1 Vacations with pay shall be granted to employees who have completed the probationary period as follows:

1 - 5 years -- 12 working days vacation during each year of service

6 - 10 years -- 15 working days vacation during each year of service

11 - 15 years -- 18 working days vacation during each year of service

16 - 20 years -- 20 working days vacation during each year of service

20 years and over- 22 working days vacation during each year of service

3.2 Employees with less than one year of employment shall accrue vacation pay at the rate of one day per month for each complete month of employment providing that the employee has completed the probationary period.

4. SICK PAY AND PERSONAL LEAVES OF ABSENCE

4.1 Every employee covered by this Agreement shall be entitled to payment for absence due to illness for a maximum of 15 days per year. Unused sick days shall be cumulative from year to year.

4.2 Every employee covered by this Agreement shall be allowed a maximum of 3 days personal leave per year with pay providing that the Department Head be notified of such leave at least 3 days in advance thereof except in emergency situations. Such personal leave shall not be cumulative from year to year.

4.3 Every employee covered by this Agreement shall be allowed 1 day per year death leave for use in the event of death in the immediate family of the employee. The immediate family for the purpose of this section is defined as the spouse, child, the employee's parents, brothers, sisters, mother-in-law, father-in-law, brother-in-law, sister-in-law or a member of the immediate

household of the employee. Death leave shall not be cumulative from year to year.

5. TERMINAL LEAVE PAY

5.1 All employees shall receive ten (10%) percent of accumulated sick time payable at the employee's prevailing rate at the time of retirement.

6. INSURANCE

6.1 The Employer will provide medical, hospitalization, major medical insurance coverage and life insurance for each employee covered by this Agreement as such coverage is presently in effect.

7. HOLIDAYS

7.1 The following days are recognized paid holidays whether or not worked:

½ day New Year's Eve	Labor Day
New Year's Day	Columbus Day
Washington's Birthday	Election Day
Lincoln's Birthday	Veteran's Day
Good Friday	Thanksgiving Day & Day after
Memorial Day	½ day Christmas Eve
Independence Day	Christmas Day

8. LONGEVITY

8.1 Longevity pay shall be determined by length of employment as follows:

2% of base pay after	7 years
4% of base pay after	10 years
6% of base pay after	15 years
8% of base pay after	20 years
10% of base pay after	25 years

9. GRIEVANCE PROCEDURES

9.1 A grievance shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to any matter of wages, hours and working conditions or any dispute between the parties involving interpretation or application of any provision of this Agreement. The Employer and the Council mutually agree to the following grievance steps:

STEP I

The employee shall present the grievance, either verbally or in written form, to the employee's immediate Supervisor within 5 days of its occurrence. The Supervisor shall then attempt to adjust the matter and shall respond verbally to the employee within 5 working days.

STEP II

If the grievance has not been settled it shall be presented in writing by a Council Representative to the Department Head within 5 days after the Supervisor's response is received or due. The Department Head shall then respond to the Council Representative in writing within 5 working days.

STEP III

If the grievance still remains unsettled it shall be presented in writing by the Council Representative to the Director of Personnel within 5 days after the response of the Department Head is received or due. The Director of Personnel shall respond in writing to the Council Representative within 5 working days after the grievance has been received.

STEP IV

If the grievance is still unresolved within ten (10) days after written reply is received from the Director of Personnel, either party may request mediation of the grievance by the New Jersey State Board of Mediation.


10. TERMINATION

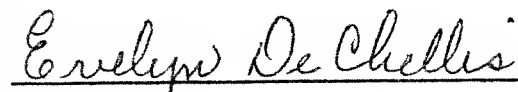
10.1 This Agreement shall become effective retroactive to January 1, 1973 and shall remain in full force and effect until December 31, 1974 or until a successor Agreement is negotiated and executed, whichever shall last occur.

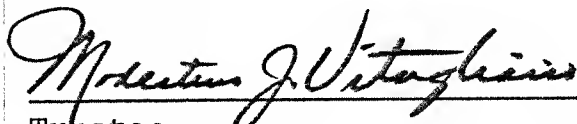
10.2 The Association reserves the right to re-open this Agreement for purposes of securing further economic adjustments for the second year of this Agreement. It is understood that wages shall be considered the economic item negotiable under this re-opening clause. All other items in this Agreement shall not be subject to renegotiation by the Council.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers and duly considered officials this 30th day of May, 1973.

FOR PASSAIC COUNCIL #3
NEW JERSEY CIVIL SERVICE ASS'N:


Elvia E. Taylor, President



Trustee



Trustee

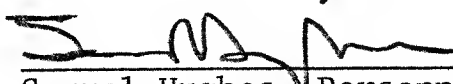
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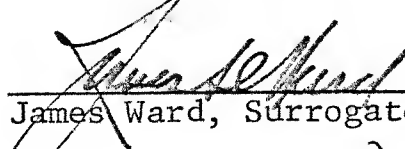
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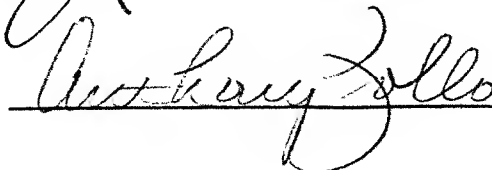
FOR THE EMPLOYER:

 Deputy
Joseph D'Arco, Director of the
Passaic County Board of Chosen
Freeholders


Donald Van Heemst, Clerk of Board


Samuel Hughes, Personnel Director


James Ward, Surrogate



APPENDIX A

<u>Level</u>	<u>Increment</u>	<u>Minimum</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Maximum</u>
5	250	4976	5226	5476	5726	5976	6226	6476
6	261	5226	5487	5748	6009	6270	6531	6792
7	275	5487	5762	6037	6312	6587	6862	7137
8	287	5762	6049	6336	6623	6910	7197	7484
9	304	6049	6353	6657	6961	7265	7569	7873
10	317	6353	6670	6987	7304	7621	7938	8255
11	333	6670	7003	7336	7669	8002	8335	8668
12	350	7003	7353	7703	8053	8403	8753	9103
13	367	7353	7720	8087	8454	8821	9188	9555
14	386	7720	8106	8492	8878	9264	9650	10036
15	406	8106	8512	8918	9324	9730	10136	10542